G. R. S IX-5]

Previous references

File No. 548

1920.

(March)

Serial Nos.

1–2

Later references.

Preserved

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1–2

Part B for May 21

SUBJECT.

Lease of Shotorium Vlimmalpuram village in the North Arcot District belonging to the Sri Vyasa Raya Swami Matha

4076-7 dt 13.5.1921

To

The Municipal Superintendent & Chairman to Govt.

Approves of the recommendation of the Municipal Engineer

WD 2278—GPL —20,000 —11-6-20

by Secretary

G. R S. 11] 1920.

GENERAL AND REVENUE SECRETARIAT.

(Guznai)

NOTES.

File No. 548-

FILE HEADING.

Lease of Shrotrium Chinnapundi Village in the Nuzvid Sub Div. belonging to Sri Vasavamba Amma Vari.

From

The Nuzvid Supdt. in Mysore.

R-c. No. 389 Dated 29. 4. 21. Received

Diary No. 2256	Enclos. 122 Spare Copies	Serial No. 1

BRIEF ABSTRACT OF LETTER.

Recommends sanction to the lease Village in question being leased out to Ramaswami Reddi for a period of 10 years from the current Fasli subject to certain conditions.

NOTES AND ORDERS.

The Nuz Supdt's letter explains fully the facts of the case.

A Offr. under Sanctioning, to submit for appl.

29.4.21

29.4.21 after appl. the file may be put up.

NOTES—First Sheet.

G. R. S. III-2]

General and Revenue Secretariat.

File No. 548 of 1920.

Serial No.

A draft is submitted.
Second Meeting 2/3/5/21

5-778-41
3-5-021.

Don't approved
Reed
4.5.21
Issued 2/-6/5/21

2. No. 4076-7 dated 13th May 1921
To, The Inwarai Supd and the Comptroller to Govt
Approves the recommendation of the Inwarai Superintendent

NOTE—Contn. sheet

GPB—600—15-7-14

DIARY No 2256
20+21
Recd
FILE No 528-20

OFFICE OF THE
MUZRAI SUPERINTENDENT
IN MYSORE.

(N) Rc 389 of 2021
Advt 24
NOTE. Secretariat
27/6/21.

SUBJECT:-- Lease of Shrotrium Chinnapundi village in the North Arcot District, belonging to the Sri Vyasaraya-swami Matha.

* * * *

The village of Chinnapundi is situated in the Kachanad Taluk of the Kalahasti Zamindari belonging at present to the -- Tirupati Temple. For Revenue and Criminal jurisdiction the village belongs to the Ponneri Taluk of the Chingalpet District.

2. Bhuvarahachari who held a power-of-attorney executed by Sri Vidya Samudra Thirtha Sripadangalavaru leased the village to one Ramaswami Reddi for 17 years -- commencing from Durmukhi (1896-97). The lease deed was registered in the Sub- -- Registry Office at Madarpakam under date 20th March 1894. An authenticated copy of the lease-deed obtained from the Sub-Registrar of Sathiavedu is placed on the file.

3. During the currency of the above lease which was subsisting till the year Paridhavi (1912-13) Bhuvarahachar entered into a fresh agreement with the Lessee

lessee Ramaswami Reddi on 16th January 1908 promising to renew the lease of the village for 15 years from Pramadicha (1913-14) to Prabhava. This agreement is on a stamp-paper, but it has not been registered nor has the proposed lease-deed been executed. Bhuvarahachar died nearly 2 years ago.

4. In August 1919 the late Government Agent of the Matha submitted report No. 26 about the affairs of the village and -- solicited orders to lease the village to one K. Shanmugham Pillay. Thereupon it was suggested to the Government Agent that the proper course to adopt was to give a notice to Ramaswami Reddi asking him to surrender the village and on his failing to do so, steps might be taken to cancel the lease and make other arrangements for the disposal of the property. The Agent having taken no immediate action, Sub Agent H.K. Nagaraja Rao was deputed to make a local inspection of the village and submit a report for the orders of Government. The Sub Agent visited the village in pursuance of the above order and submitted report No. 67 dated 28th February 1920.

As in the meanwhile the lessee had undisturbed possession of the village from 1896-97 and was also in adverse possession of the same from 16th January 1908, the opinion of the Government Advocate was invited on the following points:--

(1) Is the lessee's possession adverse?

(2) What is the latest date on which a

a suit can be filed for the recovery of the village?

(3) Are we entitled to rent at Rs 100/- (minus Jodi etc.) a year from 1913-14, the original lease having expired in 1912-13? &

(4) What is the period allowed by law for filing a suit for the rent (or compensation) for each of the years since 1913-14?

In reply, the Government Advocate stated as follows:--

"As the term of the lease has expired the lessee is in the position of a -- tenant holding over, and we are entitled to claim rent or damages for use and occupation for the subsequent period at the very same rate as the rent fixed under the lease.

But our claim is limited to a period of 3 years only - from the date of suit. As in all such cases the point of time when rent falls due is about the end of January or the early part of February - we are in time for the rent due only from the year 1916-17 onwards, as the cause of -- action for the rent for 1916-17 must be deemed to have arisen about the early part of February 1917, provided the suit is filed early in February 1920. The claim for the previous years is barred.

To sue for possession, there is no doubt that we have a period of 12 years from the date of termination of the tenancy but instead of postponing the filing of the suit till then the better course would be,

be, failing of course an amicable settlement, to file a suit immediately for the recovery of possession of the village adding a prayer for the recovery of damages for use and occupation for the past 3 years and for future damages or mesne profits at the same rate up to the date of delivery of possession.

There should any how be very little difficulty in inducing the lessee to come to an amicable understanding, as the legal position on both sides is more or less quite plain"

With a view to come to an amicable settlement, registered notices were sent to Ramaswami Reddi to appear before me but he either evaded service or refused to take delivery of the registered letter. I then put myself in communication with Mr. T. -- Narasimha Iyengar, High Court Vakil, Madras, for filing a suit for the recovery of the possession of the village. In the meanwhile one Venkatachalapathi Pillai applied for a lease of the village for an annual rent of R. 250/- and stated at the same time that he would try and take possession of the village from Ramaswami Reddi and collect the balance due from the Reddi and the other ryots of the village if he were properly empowered and given all necessary help. Venkatachalapathy Pillai is a resident of Madras and it is not possible to put him in possession of the village without obtaining it from Ramaswami Reddy, for which purpose, a suit might be necessary

necessary and there is no knowing how many years the litigation would last. If -- Venkatachalapathy Pillai attempted to take forcible possession of the village himself, it might give rise to Criminal Proceedings a contingency that should from ~~early~~ every point of view be avoided. While this representation was under consideration, Ramaswami -- Reddy came and saw me at Tirupati when I was there in the month of February last and subsequently in Bangalore last week.

He has presented two petitions dated the 15th and 17th April 1921 representing that he has incurred very heavy losses on account of bad seasonal conditions and that the lease of the village may be continued to him for 10 years under the following conditions:--

(a) That he would pay R. 200/- towards Gutta exclusive of all cesses etc., payable to Government;

(b) That he would pay R. 100/- per annum with a reasonable rate of interest to be fixed by me towards the clearance of the accumulated arrears of gutta that he is liable to pay;

(c) That he would deposit R. 300/- with Government as Security.

I wrote to the Swamigalu explaining the advantages of this arrangement instead of leasing out the village to Venkatachalapathy Pillay or others without resuming the possession thereof by a formal surrend[illegible] by

lessee Ramaswami Reddi and the consequent unpleasantness and heavy costs that will have to be insurred if resort should be had to Court of Law and requested his opinion in the matter. The Swamigalu is agreeable to the terms offered by Ramaswami Reddi and has stated that the village may be leased to him.

As the balance of advantage lies in adopting such a course and as the terms proposed by Ramaswami Reddi are also very favourable in as much as the Matt will get the accumulated arrears of rent for the past 13 years, I beg to recommend that the offer of Ramaswami Reddi may be accepted and the village leased to him for a period of 10 years with effect from the current Fasli.

Muzrai Superintendent.

27th April 1921.

Proceedings of the Government of H. H.

the Maharaja of Mysore.

Read:--

Note No.R.C.389 dated 27th April -- 1921, from the Muzrai Superintendent in -- Mysore, submitting proposals for leasing -- out Shrotriam Chinnapundi village in the -- North Arcot District, belonging to Sri -- Vyasarayaswami Matt.

Order No. 4076-7 Land Rev./16
Muzrai 514-20-2
Dated Bangalore, 13th May 1921.

Shrotrium Chinnapundi village in the North Arcot District is endowed to Sri Vyasarajaswami Matt.

2. Bhuvanahachar who held a power of attorney from a previous Swami, leased the village in question under a registered document, to one Ramaswami Reddi for 17 years, commencing from Durmukhi (1896-7). During the currency of the above lease which was subsisting -- till the year Paridhavi (1912-13) he entered into a fresh agreement with the -- lessee Ramaswami Reddi on 16th January 1908 promising to renew the lease of the village for 15 years from Prabhava (1 [illegible]) ~~to Prabhava~~. The agreement is on a stamp -- paper, but it has not been registered nor has the proposed a lease deed been executed. Bhuvanahachar died nearly 4 years ago.

3. There were others ~~[illegible]~~ for this village; ~~and~~ as the lessee had mis-behaved ~~extravagances~~ for 15 fresh 1896-7

~~and was also in adverse possession from 16th January 1908,~~ the village could not be taken possession of by the Muzrai Superintendent without resorting to a court of competent jurisdiction. With a view to come to an amicable settlement, registered notices were sent to Ramaswami Reddi who either evaded service or refused to take delivery of the registered letter. But ~~Rama Swami Reddi~~ he subsequently appeared before the Muzrai Superintendent and represented that the lease of the village might be continued to him for 10 years and in consultation with the Swamigalu of the Matt, the Muzrai Superintendent recommends acceptance of Rama Swami peddi's offer under the following conditions:-

in the first instance

(1) that he should pay Rs.200/- per annum from the current fasli towards gutta exclusive of all cesses, etc., payable to Government, which should be delivered by him directly to the officer concerned.

(2) that he should pay all the arrears due by him till now of gutta ~~which~~ should be paid ~~by him directly to the officer concerned, as by him till now~~ with a reasonable rat of interest thereon to be fixed by th Muzrai Superintendent but allowed to give it in annual instalments of Rs.100/- provided he offers tangible immoveable property as security there for.

(3) that he should immediately depos Rs.300/- with Government as security for the due discharge of his duties as a lessee.

4. In the circumstances brought to notice, Government are pleased to approve of the recommendation of the Muzrai superintendent.

3/5/24

Secretary to Government,
Muzrai Department.

To

The Muzrai Superintendent, returning the records.

The Comptroller, Mysore Government.

Rec'd 4.5.24

HRR.